

Assessor's Parcel Number: N/A

Date: SEPTEMBER 25, 2017

Recording Requested By:

Name: DEBBIE BEAM, COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00062247201709046140100109

KAREN ELLISON, RECORDER

CONTRACT #2017.184
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

HOUSE MORAN CONSULTING, INC.

DOUGLAS COUNTY
CLERK
[Signature]

2017 SEP 25 AM 11:14

NO. 2017-184

FILED

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and House Moran Consulting, Inc., a Nevada corporation ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of essence for performance of the professional services described herein and all tasks must be completed by no later than ninety (90) days' from the execution of this Agreement by both parties.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;

- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

House Moran Consulting, Inc. has entered into a contract with Douglas County to perform work through December 1, 2017, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County
Public Works Department
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will provide services to the County regarding an Impact Fee Feasibility Study, including the Scope of Services attached hereto as Exhibit "A," participate in at least three meetings to explain and discuss Contractor's work, and issue an Impact Fee Feasibility Study Final Report.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Thirty Thousand Dollars (\$30,000) (the "Contract Price"). Unless Contractor has received a written exemption from the County,

Contractor shall submit an invoice for the services provided for achieving the following milestones:

TASK 1 – Completing all required data collection and analysis: \$24,000.

TASK 2 – Attending at least three meetings including one with the County Manager, one with the District Attorney's Office, and a presentation to the Douglas County Board of Commissioners: \$1,200.

TASK 3 – Acceptance of the Impact Fee Feasibility Study Final Report by the County Manager.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach.

7. NON-APPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. In the event of any alleged conflict between the terms of this Agreement and any exhibit or attachment, the terms of this Agreement will supersede any other term or condition.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited

to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

18. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County:

Douglas County
Attn: County Manager
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6227

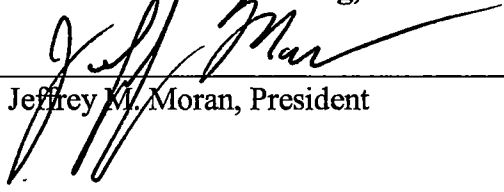
To Contractor:

Mr. Jeff House
House Moran Consulting, Inc.
10399 Double R Boulevard, Suite 110
Reno, Nevada 89521
Telephone: (775) 293-4000


21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

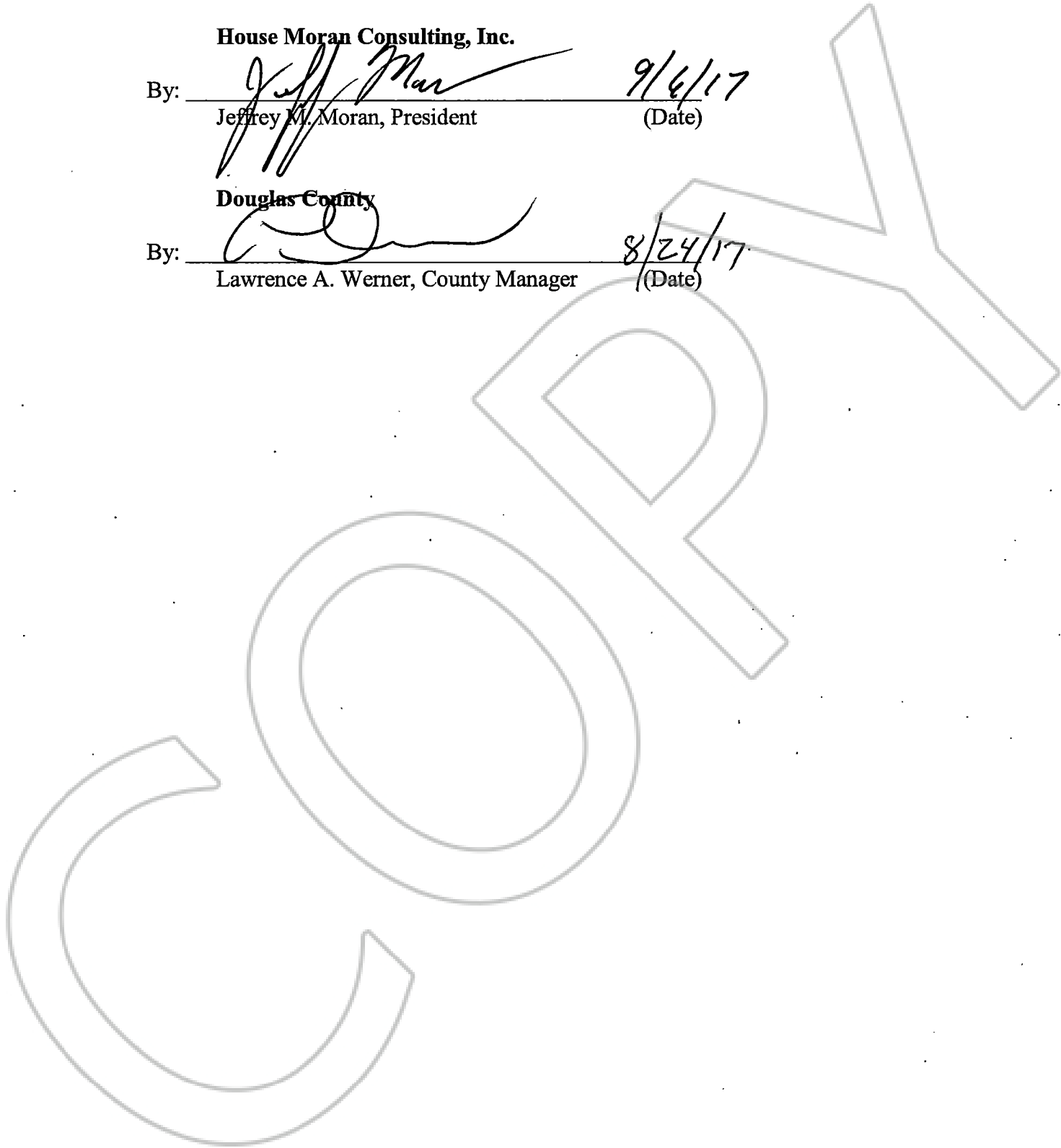
IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

House Moran Consulting, Inc.

By:  9/6/17
Jeffrey M. Moran, President (Date)

Douglas County

By:  8/24/17
Lawrence A. Werner, County Manager (Date)





House Moran Consulting, Inc.
Professional Engineering Services

EXHIBIT A

August 22, 2017

Mr. Larry Werner, PE
County Manager
1594 Esmeralda Avenue
P. O. Box 218
Minden, NV 89423

Re: Douglas County Impact Fee Feasibility Study Proposal

Dear Mr. Werner:

House Moran Consulting, Inc. (House Moran) is pleased to submit to Douglas County this Impact Fee Feasibility Study Scope of Services, Fee Breakdown, and Project Schedule. This Proposal serves as Exhibit A, to be included in the County's Contract for Services of Independent Contractor.

OVERVIEW

Impact Fees are monetary charges imposed by the County on new development to recoup or offset a proportionate share of public capital facility costs required to accommodate such development with new facilities. Determination of an Impact Fee begins with calculating demand-to-capacity ratios for different capital facilities and then estimating the number and cost of facilities that will be necessary for meeting a prescribed level-of-service to meet growth projections within the County.

In many communities, financing capital improvements place a substantial burden of the cost for new infrastructure on existing residents, not new residents. Accordingly, Impact Fees would allow the County to address a myriad of potential financial inequities and challenges, while ensuring adequate capital facilities to support new development, such as:

- Protects existing residents from the additional costs of new development;
- Helps keep the general tax burden down, and earmarks revenue exclusively for infrastructure that benefits contributing development; and
- Helps to synchronize development with the installation of new infrastructure.



SCOPE OF SERVICES

TASK 1 – Data Collection and Analysis

House Moran will evaluate current and projected data for Impact Fee program metrics, including but not limited to: land use, demographic data, building permits, master plan capital improvements in transportation, sanitary sewer system/treatment, stormwater/flood control, parks/trails, schools, residential and non-residential development, and other capital improvement public facilities to maintain the desired-level-of service for the County's projected growth.

The Impact Fee Feasibility Study will accomplish most of the data mining and financial projections necessary to develop an Impact Fee System in conformance with the requirements of Nevada Revised Statutes Chapter 278B – “Impact Fees for New Development”. Distribution of costs associated with new development types generates fees that developers pay to obtain building permits. Feasibility of an Impact Fee Program will depend on the results of an extensive evaluation of fundamental Program Cornerstones, specifically:

- Legal Establishment: County and Nevada statutes review and assessment;
- Impact Fee Structure: Which capital improvements are subject to Impact Fees;
- Service Area(s) Determination: What projected growth centers subject to fees;
- Fee Collection: Required accounting systems to manage the fee systems over time;
- Implementation: Incrementally/phased-in, or immediately in-full; and
- Plan Updates: Impact Fee Plans are required to be updated every 3 years per NRS 278B.

TASK 2 – Meetings

The development of an Impact Feasibility Study includes participation/facilitation in 3 meetings, as described below:

1. Meeting #1 – Meeting with County Manager to discuss the Program Cornerstones listed above;
2. Meeting #2 – Meeting with the District Attorney's office to obtain legal opinions related to the Program Cornerstones; and
3. Meeting #3 – Meeting/presentation to the County BOCC.

TASK 3 – Final Report

House Moran will prepare an Impact Fee Feasibility Study Final Report that documents all research and assessment of the Program Cornerstones of an Impact Fee Program.

SERVICES NOT INCLUDED

This Proposal does not include implementation of an Impact Fee Program.



INFORMATION PROVIDED BY COUNTY

House Moran shall be entitled to rely on the completeness and accuracy of the information provided by the County and the County’s consultants or representatives.

SCHEDULE

House Moran will complete the Impact Fee Feasibility Study in 90 days from Notice-to-Proceed.

FEE

The fee for the work described herein is \$30,000.00 on a lump sum basis, with a breakdown of tasks/costs below. This fee will not be exceeded without prior written authorization from the County. The project will be billed monthly on a percent complete basis.

Tasks	Costs
TASK 1 – Data Collection and Analysis	\$24,000
TASK 2 – Meetings	\$1,200
TASK 3 – Final Report	\$4,800
TOTAL	\$30,000

CLOSURE

In addition to the matters set forth herein, this Agreement shall include and be subject to, and only to, the County’s Contract for Services of Independent Contractor, in which the County’s Terms & Conditions are hereby acknowledged, incorporated by reference, and accepted by House Moran. This Proposal serves as Exhibit A of the County’s Contract for Services of Independent Contractor.

If the County concurs with all the foregoing and wishes to direct us to proceed with the services contained herein, please have authorized persons execute the County’s Contract for Services of Independent Contractor, and provide 2 copies to House Moran for signatures. We appreciate the opportunity to provide these services to the County and continue our long-standing and successful working relationship. If you have any questions, please give me a call at 775-293-4000.

Very truly yours,

HOUSE MORAN CONSULTING, INC.
 Nevada PE Firm License No. 23484

Jeff House
 CEO

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer’s Office on this

25th day of August, 2017
 By [Signature] Deputy